

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0019 MOD/AMD 32	Page 2 of 9
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE		

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: STRYKER ARMORED VEHICLES

1. This Modification 32 to Delivery Order 0019 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. The contractor submitted a Not-To-Exceed (NTE) proposal, dated 30 June 2004, for the application of the set of two (2) holes (for pins) and the set of four (4) threaded holes (for screws) to the Recoil Mortar System (RMS) on first thirty-seven (37) Mortar Carrier Version B vehicles to be delivered under this delivery order.
3. In accordance with FAR Clause 52.243-1, entitled, "Changes - Fixed Price", this modification requires the contractor to install 3 Boresight kits as Government Furnished Material and procure and install 34 boresight kits to the RMS on the first 37 MCB Vehicles to be delivered under this delivery order prior to vehicle acceptance.
4. Government Furnished Information (GFI). The Government has provided a drawing entitled "Stryker Boresight", dated 24 June 2004, for this effort.
5. Government Furnished Material (GFM).
 - a. The Government will provide three (3) Mortar Carrier Crew Level Boresight kits consisting of:
 - 1) One (1) 14 inch by 13.28 inch, 3/8 inch thick, stainless steel plate;
 - 2) One (1) 1.75 inch x 1.75 inch by 9.4 inch stainless steel block;
 - 3) Six (6) 1/2 inch x 1 inch by 2 inch stainless steel dowel pin blocks;
 - 4) Assorted shims and machine screws for assembly. GFM does not include machine screws for installation.
 - b. The Government will provide two (2) "golden sets" of Gunner's quadrants.
6. The Contractor agrees to install the above hardware on the Mortar Carrier Version B Vehicles at a Not-to-Exceed (NTE) price of \$400,000. The Limitation of Government Liability is established at \$200,000.
7. As part of this modification,
 - a. The contractor shall incorporate the IETM, and Paper 10 Technical Manual updates associated with this hardware change in accordance with CDRL A020.
 - b. The contractor shall update the provisioning and maintenance manuals.
 - c. The contractor shall modify/update the FIR and validate the procedures in advance of the Change Request (CR) Release.
8. The Government acknowledges this change to the RMS is in advance of the CR Release.
9. Inspection/Acceptance. The hardware installed during production shall be inspected and accepted at Origin.
10. The following clauses apply to this modification:

FAR 52.216-24 Limitation of Government Liability
DFARS 252.217-7027 Contract Definitization
11. The definitive modification is planned to be on a Firm Fixed Price (FFP) basis with the following definitization schedule:

Projected Award Date:	30 June 2004
Proposal Receipt Date:	30 August 2004
Completion of Negotiation	29 October 2004
Modification Definitization:	22 November 2004
12. Section B CLIN 9001AA is revised to include this undefinitized action as "Change G".
13. As a result of this Modification 32, the total amount obligated to Delivery Order 0019 is increased by \$200,000. Except as specifically stated above, all other terms and conditions of Delivery Order 0019 remain unchanged and in full force and effect.

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*** END OF NARRATIVE A 030 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9001AA	<div>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</div> <div>SERVICES LINE ITEM</div> <div>NOUN: NTE - VEHICLE CHANGES PRON: X13GX114X1 PRON AMD: 06 ACRN: AA AMS CD: 31107180008</div> <div>CLIN revised by Modification 32.</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 1 31-DEC-2004</div> <div>\$ 466,905.00</div> <div>CONFIGURATION CHANGE A</div> <div>Not to Exceed (NTE) for FSV C4ISR</div> <div>This NTE represents the hardware and recurring labor costs associated with the Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) IBCT System Architecture (SA) from Version 1.1 to System Architecture (SA) Version 3.0 (Vehicle Diagrams Version 1.3) for the FSV.</div> <div>This NTE unit price is applicable to the 14 FSVs under this Delivery Order 0019.</div> <div>NTE Unit Price: \$888 per FSV</div> <div>50% NTE Unit Price Obligation: \$444 per FSV</div> <div>FSV C4ISR Total Obligation: \$6,216 for 14 FSVs</div> <div>//////////</div> <div>CONFIGURATION CHANGE B</div> <div>NTE for MEV C4ISR</div> <div>This NTE represents the hardware and recurring labor costs associated with the Command, Control, Communications, Computers, Intelligence, Surveillance</div>	1	EA		\$ 466,905.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>and Reconnaissance (C4ISR) IBCT System Architecture (SA) from Version 1.1 to System Architecture (SA) Version 3.0 (Vehicle Diagrams Version 1.3) for the MEV.</p> <p>This NTE unit price is applicable to the 18 MEVs under this Delivery Order 0019.</p> <p>NTE Unit Price: \$164 per MEV</p> <p>50% NTE Unit Price Obligation: \$82 per MEV</p> <p>MEV C4ISR Total Obligation: \$1,476 for 18 MEVs</p> <p>//////////</p> <p>CONFIGURATION CHANGE C</p> <p>NTE for the ICV Load List and Javelin Relocation</p> <p>This NTE represents the hardware and recurring labor costs associated with the revised ICV load lists and the relocation of the two (2) Javelins and two (2) AT4 missiles from the exterior to the interior of the ICV.</p> <p>This NTE unit price is applicable to the 134 ICVs under this Delivery Order 0019.</p> <p>NTE Unit Price: \$2,324 per ICV</p> <p>50% NTE Unit Price Obligation: \$1,162 per ICV</p> <p>Load List Total Obligation: \$155,708 134 ICVs</p> <p>//////////</p> <p>CONFIGURATION CHANGE D</p> <p>NTE for the RV Load List</p> <p>This NTE represents the hardware and recurring labor costs associated with the revised RV load list.</p> <p>This NTE unit price is applicable to the 51 RVs under this Delivery Order 0019.</p> <p>NTE Unit Price: \$4,059 per RV</p> <p>50% NTE Unit Price Obligation: \$2,029.50 per RV</p> <p>Load List Total Obligation: \$103,505 for 51 RVs</p> <p>//////////</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>CONFIGURATION CHANGE E - Deleted by Modification 02.</p> <p>////////// ////////// //////////</p> <p>CONFIGURATION CHANGE F - Deleted by Modification 02.</p> <p>////////// ////////// //////////</p> <p>////////// ////////// //////////</p> <p>////////// ////////// //////////</p> <p>CONFIGURATION CHANGE G</p> <p>CHANGE G ADDED BY MODIFICATION 32.</p> <p>NTE for the Recoil Mortar Sytem (RMS) on the Mortar Carrier Version B.</p> <p>This NTE represents:</p> <p>a. The RMS hardware change</p> <p>b. recurring labor costs</p> <p>c. IETM and Paper 10 Manual Update</p> <p>d. Provisioning and Maintenance Manual Update</p> <p>e. Modified/updated FIR</p> <p>f. Validation of Procedures in advance of the Change Request (CR) Release.</p> <p>This NTE unit price is applicable to the 37 Mortar Carrier Version B Vehicles under this Delivery Order 0019.</p> <p>NTE Unit Price: \$10,811 per vehicle</p> <p>50% NTE Unit Price Obligation: \$5,405.50 per vehicle</p> <p>Total Obligation: \$200,000 for 37 vehicles</p> <p>HARDWARE DELIVERY SCHEDULE:</p> <table><tr><td>QUANTITY</td><td>DELIVERY DATE</td><td></td></tr><tr><td></td><td>3</td><td>30 September 2004</td></tr><tr><td>15</td><td>31 October 2004</td><td></td></tr><tr><td>14</td><td>30 November 2004</td><td></td></tr><tr><td>5</td><td>31 December 2004</td><td></td></tr></table> <p>(End of narrative F001)</p>	QUANTITY	DELIVERY DATE			3	30 September 2004	15	31 October 2004		14	30 November 2004		5	31 December 2004					
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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
9001AA	X13GX114X1 31107180008 A13P30082RX1	AA 1 3GXP02	\$ 266,905.00	\$ 200,000.00	\$ 466,905.00
NET CHANGE				\$ 200,000.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 32033000035R5R07P31107131E9 S20113	W56HZV	\$ 200,000.00
NET CHANGE				\$ 200,000.00

PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD: \$ 380,910,828.00	\$ 200,000.00	\$ 381,110,828.00

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SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED 52.216-24		LIMITATION OF GOVERNMENT LIABILITY	APR/1984
(a)	In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding:		
	CLIN 9001AA Changes A-F:	\$266,905	
	CLIN 9001AA Change G:	\$200,000	
	CLIN 9001AB:	\$20,000 dollars.	
(b)	The maximum amount for which the Government shall be liable if this contract is terminated is:		
	CLIN 9001AA Changes A-F:	\$266,905	
	CLIN 9001AA Change G:	\$200,000	
	CLIN 9001AB:	\$20,000 dollars.	
(End of clause)			
I-2 CHANGED 252.217-7027		CONTRACT DEFINITIZATION	OCT/1998
(a) A firm fixed price adjustment is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a qualifying proposal and cost or pricing data supporting its proposal.			
(b) The schedule for definitizing this contract action is as follows:			
CLIN 9001AA Change G:			
	Target Date for Definitization:	22 November 2004	
	Submission of Proposal:	30 August 2004	
	Beginning of Negotiations:	27 September 2004	
	Submission of Make-or-Buy:	N/A	
	Submission of Subcontracting Plan:	N/A	
	Submission of Cost and Pricing Data:	25 August 2004	
CLIN 9001AB:			
	Target Date for Definitization:	24 March 2004	
	Submission of Proposal:	15 March 2004	
	Beginning of Negotiations:	17 March 2004	
	Submission of Make-or-Buy:	N/A	
	Submission of Subcontracting Plan:	N/A	
	Submission of Cost and Pricing Data:	15 March 2004	
(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.			

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- (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-
- (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.
- (2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.
- (d) The definitive contract resulting from this undefinitized contract action will include a negotiated price in no event to exceed:

CLIN 9001AA Changes A-F: \$266,905

CLIN 9001AA Change G: \$400,000

CLIN 9001AB: \$29,552.

[End of Clause]